

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

IN RE: SHIRLEY ROOKER

NO. 04-16621

GREEN TREE SERVICING, LLC

MOVANT

VS.

**SHIRLEY ROOKER, DEBTOR AND
LOCKE D. BARKLEY, TRUSTEE**

RESPONDENTS

MOTION TO ABANDON COLLATERAL AND LIFT STAY

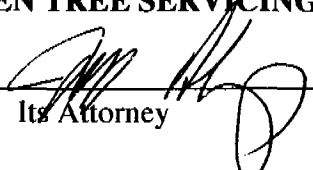
Green Tree Servicing, LLC ("Green Tree") brings this motion to abandon collateral pursuant to 11 U.S.C. § 554 and to lift and terminate the automatic stay of 11 U.S.C. § 362 and for cause would show as follows.

1. Debtor is indebted to Green Tree under a Retail Installment Contract and Security Agreement ("Contract"). A copy of the Contract is attached as Exhibit "A".
2. As collateral for the indebtedness due, Debtor pledged to Green Tree a 1997 Riverchase Homes Manufactured Home, including certain furniture, fixtures, appliances and appurtenances therein ("Manufactured Home"). A copy of the UCC financing statement evidencing Green Tree's lien on the Manufactured Home is attached as Exhibit "B".
3. Debtor proposes to abandon the Manufactured Home.

WHEREFORE, PREMISES CONSIDERED, Green Tree Servicing, LLC requests that this Court abandon Green Tree's collateral pursuant to 11 U.S.C. § 554, lift and terminate the automatic stay of 11 U.S.C. § 362 to allow Green Tree to immediately proceed to repossess and liquidate its collateral and grant such other relief as is necessary under the circumstances.

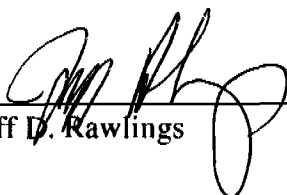
DATED: October 27, 2004.

GREEN TREE SERVICING, LLC

By: 
Its Attorney

CERTIFICATE OF SERVICE

I mailed a copy of the foregoing motion to Karen B. Schneller, P.O. Box 417, Holly Springs, MS 38635; Locke D. Barkley, Chapter 13 Trustee, P.O. Box 4476, Jackson, MS 39296 and the Office of the U. S. Trustee, Suite 706, 100 W. Capitol St., Jackson, MS 39269 on October 27, 2004.



Jeff D. Rawlings

Jeff D. Rawlings
Rawlings & MacInnis, P.A.
P.O. Box 1789
Madison, MS 39130-1789
601-898-1180
MSB # 4642

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)

Date May 29, 1998

CONSUMER CREDIT
DOCUMENT

BUYER: HOOKER, SHIRLEY, 3349 WAKEFIELD ROAD, COLDMATER, MS 38619

SELLER: BRITT MOBILE HOMES, INC., PO BOX 386, OXFORD, MS 38655

ASSIGNEE: GREEN TREE FINANCIAL SERVICING CORPORATION, PO BOX 13767, JACKSON, MS 39216

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of
10.75 %	\$ 41298.99	\$ 28817.81	\$ 70216.80	\$ 3500.00 73716.80

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
240	292.57	Monthly beginning July 10, 1998

SECURITY: I am giving a security interest in:

☒ The goods or property being purchased. Real property located atFILING FEES: \$ 5.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 5.00 %
of the payment, whichever is LESS

PREPAYMENT: If I pay off early, I will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.

See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including Taxes of)	\$ 1084.81	\$ 21799.81
2. Gross Trade-in	\$.00	
Less Amount Owed on Trade-in	\$.00	
Net Trade-in	\$.00	
Description: Make		
Year	Size	0
3. Cash Down Payment	\$ 3500.00	
4. Total Down Payment	- \$ 3500.00	
5. Unpaid Balance of Cash Sale Price (1 - 4) ...	+ \$ 28299.81	
6. Paid to Public Officials	+ \$ 5.00	
7. Paid to Insurance Companies	+ \$ 513.00	
8. Paid to Appraiser	+ \$.00	
9. a. Paid to	+ \$.00	
b. Paid to	+ \$.00	
c. Paid to	+ \$.00	
d. Paid to	+ \$.00	
e. Paid to	+ \$.00	
f. Paid to	+ \$.00	
g. Paid to	+ \$.00	
10. Principal Balance (5 + 6 + 7 + 8 + 9 a.-g.)	+ \$ 28817.81	
11. Prepaid Finance Charges	- \$.00	
12. Amount Financed (10 - 11)	\$ 28817.81	

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$ 513.00 for insurance protection for a term of 1 years.

☒ Comprehensive (\$ 250.00 deductible)☒ Flood☒ Liability☒ Other☒ Vendor's Single InterestOPTIONAL CREDIT LIFE
AND DISABILITY INSURANCE

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 0 years.

☒ Single Credit Life Insurance☒ Joint Credit Life Insurance☒ Single Credit Disability Insurance

Total

☒

Signature of Buyer(s) Insured

Date

CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "Your" means the Seller and also the Assignee (after the Contract is assigned by Seller). "Manufactured Home" means the manufactured home and any other property described below and on page 2. "Contract" means this Retail Installment Contract and Security Agreement.

NEW OR
USED

Manufactured Home

YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
1997 RIVERCHASE HOMES	RIVERSIDE	AL1980R971503	16 X 80

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit. I agree to grant you a security interest in any interest I may have in premium refunds or proceeds under any insurance covering the Manufactured Home. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. To the extent, if any, that any Contract (whether or not accompanied by any one or more original) constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) no security interest in any Contract may be created in any document(s) other than the original.

4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.

5. **PREPAYMENT: I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS CONTRACT WITHOUT ANY PENALTY.**

6. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 10.75 % per annum until paid in full. Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

7. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

8. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

9. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorney fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

10. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration: You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

11. **NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

12. **ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

13. **MISCELLANEOUS PROVISIONS:** This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

14. **ARBITRATION:** All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by Assignee with consent of Buyer(s). This agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY**

GT-10-00-110 (4/95) (page 3 of 3)

State of Mississippi
Financing Statement

UCC-01

1. Debtors (Last Name first for individuals)

Book & Page:

ROOKER, SHIRLEY

Last Name First Name Middle Name

3349 WAKEFIELD ROAD

Mailing Address

COLDWATER

MS

38619

City

State

City Cd

ZIP

Tax ID/SSN

2. Secured Party (Last Name first for individuals)

BRITT MOBILE HOMES, INC.

Business Name

PO BOX 386

Mailing Address

OXFORD

MS

38655

City

State

City Cd

ZIP

Tax ID/SSN

3. Assignee (Last Name first for individuals)

GREEN TREE FINANCIAL SERVICING CORPORATION

Business Name

PO BOX 13787

Mailing Address

JACKSON

MS

39236

City

State

City Cd

ZIP

Tax ID/SSN

4. This financing statement covers the following types (or items) of property:

1997 RIVERCHASE HOMES INC 16 X 80 RIVERSIDE SERIAL # AL1980R971588
AND INCLUDING ALL FURNITURE, FIXTURES, APPURTENANCES THEREIN AND THEREON, INCLUDING
BUT NOT LIMITED TO, THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT.
"THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS
DEFINED AT 15 CRF 445(1) OR THE STATE LAW EQUIVALENT STATUTE."
This financing statement covers a mobile home and will perfect the
security interest in said mobile home until a termination statement
is filed by the secured party of record.

001:02

5. Check if this statement is filed without the Debtor's signature to perfect a security interest in collateral

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state
- ☐ which is proceeds if the security interest in the original collateral was perfected
- ☐ acquired after a change of name, identity, or corporate structure of the Debtor
- ☐ where the original filing has lapsed
- ☐ if lien to secure payment of royalty proceeds (effective 1 year)

6. Check if covered: ☐ Products of Collateral

7. Number of additional sheets attached:

Signature of Debtor
SHIRLEY ROOKER

Signature of Secured Party
BRITT MOBILE HOMES, INC.,

Signature of Debtor

Signature of Secured Party
(Required only when filed without Debtor Signature)

RAWLINGS & MACINNIS, P.A.

ATTORNEYS AT LAW

7720 OLD CANTON ROAD
MADISON, MISSISSIPPI

Mailing address

P.O. BOX 1789
MADISON, MISSISSIPPI 39130-1789

Jeff D. Rawlings

TELEPHONE: (601) 898-1180
TELECOPIER: (601) 605-8522

October 27, 2004

Mr. Joseph Wroten, Clerk
U. S. Bankruptcy Court
Federal Building
301 Commerce Street
Aberdeen, MS 39730-0867

In Re: Shirley Rooker
Bankruptcy Number 04-16621
Green Tree Servicing, LLC v.
Shirley Rooker, Debtor
Locke D. Barkley, Trustee

Dear Mr. Wroten:

Please find enclosed the original and one copy of a Motion to Abandon Collateral and Lift Stay regarding the referenced proceeding and our firm check for your filing fee. Please file the original and return a stamp filed copy to me in the enclosed self-addressed, stamped envelope.

Thank you for your assistance in this matter. Please do not hesitate to call if you have any questions.

Sincerely,



Angie Stepp
Legal Assistant

JDR/as
Enclosures

cc: Karen B. Schneller, Attorney
Locke D. Barkley, Trustee
Office of the U. S. Trustee